

CAUSE NO. CL-22-0489-A

JOSE CHAPA

§

IN THE COUNTY COURT

§

VS.

§

AT LAW NO. _____

§

§

AMERICAN AIRLINES GROUP, INC.

§

HIDALGO COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Jose Chapa files this Original Petition against, and directed to, Defendant American Airlines Group, Inc., and alleges as follows:

DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 2 pursuant to Texas Rule of Civil Procedure 190.

RELIEF

2. Plaintiff seeks only monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs. Tex. R. Civ. P. 47(c)(1).

PARTIES

3. Plaintiff Jose Chapa is an individual residing in Hidalgo County, Texas.

4. Defendant American Airlines Group, Inc. ("Defendant" or "American Airlines") is an entity authorized to conduct business in the State of Texas, and may be served with process through its registered agent, CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201.

JURISDICTION AND VENUE

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5. Venue is proper in Hidalgo County, Texas, pursuant to Texas Civil Practice and Remedies Code § 15.001 in that Hidalgo County is the county in which all or part of Plaintiff's cause of action accrued.

6. Additionally, under DTPA Section 17.47(b), venue is proper in Hidalgo County since the transactions forming the basis of this suit occurred in Hidalgo County, Texas.

FACTUAL BACKGROUND

On or about January 18, 2022, Plaintiff purchased a flight to St Maarten, journey which would commence in MFE on or about February 5, 2022. On February 5, 2022, Plaintiff received notice that the flight was canceled due to crew unavailability. As a result, Plaintiff incurred several unexpected expenses.

CAUSES OF ACTION

A. DTPA

7. Plaintiff is a "consumer" under the Deceptive Trade Practices Consumer Protection Act ("DTPA").

8. Defendant violated the DTPA when it engaged in false, misleading, negligently misleading, or deceptive acts that Plaintiff relied on to his detriment. *See* TEX. BUS. & COM. CODE §17.46(b). Specifically, Defendant represented that goods and/or services had characteristics, uses, or benefits which they did not have; represented that goods and/or services were of a particular standard, quality, or grade, when they were another; advertised goods or services with an intent not to sell them as advertised; represented that an agreement conferred or involved rights, remedies, or obligations which it did not have; knowingly made false or misleading statements of fact; failed to disclose information concerning goods or services which was known at the time of the transaction with the intent to induce Plaintiff into a transaction into

which he would not have entered had the information been disclosed; and committed other unconscionable actions or courses of action which were producing and proximate causes of Plaintiff's damages.

9. Defendant also breached express warranties contained in communications with Plaintiff, warranties made in promotional materials, and warranties implied at law. *See* TEX. BUS. & COM. CODE §17.50(a)(2).

10. Defendant engaged in an unconscionable action or course of action that, to Plaintiff's detriment, took advantage of his lack of knowledge, experience, and bargaining power to a grossly unfair degree. TEX. BUS. & COM. CODE §17.50(a)(3).

11. Defendant's conduct was committed knowingly and intentionally.

12. As a direct result, Plaintiff has suffered significant mental anguish.

B. Negligence

13. Plaintiff would show that the damages and injuries were caused by the negligence of Defendant, its employees, agents, and representatives. Plaintiff would also show that Defendant owed a duty to Plaintiff to fly him out on the scheduled date, as an ordinarily prudent airline would have under the same or similar circumstances, that Defendant breached said duty, and that such breach was a proximate cause of the injury and resulting damages to Plaintiff.

C. Breach of Contract

14. Plaintiff purchased an airline ticket with AMERICAN AIRLINES. Defendant did not hold up its end of the bargain when Plaintiff was unable to travel on the scheduled date, which did not occur. The conduct of AMERICAN AIRLINES was irresponsible and unconscionable. DEFENDANT effectively breached its contract with the PLAINTIFF. The conduct of DEFENDANT has proximately caused the injuries and damages to the PLAINTIFF.

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DAMAGES

14. As a proximate result of the acts and omissions outlined above, Plaintiff has suffered actual damages within the jurisdictional limits of this Court, including but not limited to:

- a. Consequential damages;
- b. Punitive and exemplary damages;
- c. Emotional distress damages;
- d. Mental anguish;
- e. DTPA treble damages for knowing and intentional conduct;
- f. Pre- and post-judgment interest at the highest amount owed by law;
- g. Attorney's fees and court costs;
- h. Inconvenience; and
- i. All other relief, at law and at equity, to which Plaintiff may show himself justly entitled.

JURY DEMAND

15. In accordance with Tex. R. Civ. P. 216, Plaintiff demands a trial by jury and requests that this cause be set on the Court's jury docket. Plaintiff tenders the jury fee together with this petition.

CONDITIONS PRECEDENT

16. All conditions precedent have been performed or have occurred.

PRAYER

17. Plaintiff prays that Defendant be cited to appear and answer, and that on final trial, Plaintiff have judgment against Defendant for all relief requested, for pre-judgment interest,

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post-judgment interest, for costs of this suit, and for such other and further relief, general and special, at law or in equity, to which Plaintiff is entitled.

Dated: February 16, 2022

Respectfully submitted,

s/ Jose A. Chapa, Jr.

Jose A. Chapa, Jr.

Tex. Bar No. 24113688

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